



**COUNTY OF SAN BERNARDINO**  
**FAS**  
**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		Dept. <b>SC TRA A</b>		Contract Number	
County Department <b>Public Works – Transportation</b>			Dept. <b>TRA</b>	Orgn. <b>TRA</b>	Contractor's License No.	
County Department Contract Representative <b>PAT MEAD</b>			Telephone <b>909 387-8166</b>		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: <u>LEAD AGENCY</u>						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	This Amendment	
Fund <b>SAA</b>	Dept. <b>TRA</b>	Organization <b>TRA</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b>17HF0006</b>	Orig. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Orig. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Orig. Amount
Project Name <b><u>ARROW AT LOCUST</u></b> <b><u>SIGNAL</u></b>			Estimated Payment Total by Fiscal Year			
Contract Type - 1			FY 02/03	Amount	I/D I	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name CITY OF FONTANA  
 Address 8353 SIERRA AVE  
FONTANA CA 92325  
 Telephone 909 350-6600 Federal ID No. or Social Security No. \_\_\_\_\_

hereinafter called: CITY  
 \_\_\_\_\_  
 \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

WITNESSETH

WHEREAS, the COUNTY and the CITY desire to cooperate and jointly participate in a project to install a left turn lane and install traffic signal modifications to the intersection Arrow Boulevard at Locust Avenue (hereinafter referred to as PROJECT); and

WHEREAS, it is anticipated that the funding for the construction phase of the PROJECT will be from Federal Hazard Elimination & Safety (HES) funds in the amount of \$200,000, COUNTY road funds and CITY local funds; and

WHEREAS, the total PROJECT costs is estimated to be \$378,000. COUNTY's share of PROJECT costs are estimated at \$138,000 and CITY's share of PROJECT costs are estimated at \$40,000, as more particularly set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY and CITY desire to set forth responsibilities and obligations of each, as pertains to such participation, and to the design, construction, and funding of the proposed project.

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NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the design, and construction of the PROJECT.
- 1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT for CITY's prior review and approval
- 1.3 Construct the PROJECT by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY, and the Caltrans Design Manual, 10 year life, to the satisfaction of and subject to concurrence of the CITY.
- 1.4 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the unincorporated areas of the PROJECT Site.
- 1.5 Obtain a no-cost permit from CITY for work within the CITY's right-of-way.
- 1.6 Advertise, award, administer, and fund the construction of the PROJECT, in accordance with the California Public Contract Code.
- 1.7 Require its contractors to maintain a program of Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement and Comprehensive General Liability and Automobile Liability Insurance to include contractual coverage and coverage for owned, hired and non-owned vehicles. The Comprehensive General and Automobile Liability policies shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) and shall name the CITY and the COUNTY as additional named insured.
- 1.8 Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records.
- 1.9 Pay for its proportional share of the PROJECT costs. The PROJECT costs shall include the cost of PROJECT construction design, construction engineering, and overhead costs. COUNTY's proportionate share of PROJECT costs is estimated to be \$138,000 (36.5% of total PROJECT costs). COUNTY shall be responsible for the sum of \$138,000, plus its proportionate share of any PROJECT costs increases pursuant to Section 3.5 below and pay such costs from COUNTY local funds. COUNTY will seek reimbursement from HES for the additional estimated \$200,000 in PROJECT costs.
- 1.10 Submit to CITY an itemized accounting of actual PROJECT costs incurred by COUNTY to date and which have not already been paid either by COUNTY, CITY or HES, and a statement for CITY's proportionate share of the PROJECT costs as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting.
- 1.11 Order title reports on parcels where right-of-way may be needed for the PROJECT. The costs of the title reports for those parcels located within the limits of the CITY shall be reimbursed by the CITY in addition to the proportional share of PROJECT costs.
- 1.12 Provide services to acquire the right-of-way needed for the PROJECT to include contacting owners or occupants, entering properties, appraising right-of-way parcels, inspecting and negotiating takes and easements including improvements. In the event that COUNTY is unable to acquire the necessary rights-of-way located within the limits of the CITY, CITY shall consider acquiring the necessary rights-of-way pursuant to Section 2.4. The costs of such services for those parcels located within the limits of the CITY shall be reimbursed by the CITY in addition to the proportional share of PROJECT costs.
- 1.13 Include completion of any applicable NEPA and CEQA requirements.

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2.0 CITY AGREES TO:

- 2.1 Furnish a Type 90 controller assembly, including a Type "R" cabinet and video detection system at CITY's sole cost as CITY's total proportionate share of the PROJECT costs. CITY's proportionate share of PROJECT costs is estimated to be \$40,000 (10.6% of total PROJECT costs).
- 2.2 Pay to COUNTY, on a reimbursement basis, its proportionate share of any PROJECT cost increases pursuant to Section 3.4 below, within thirty (30) days after receipt of an itemized statement as set forth in paragraph 1.10 of this Agreement setting forth all actual PROJECT costs incurred by COUNTY to date and which have not already been paid by either COUNTY, HES or CITY, together with adequate documentation of said expenditures.
- 2.3 Provide a no-cost permit to the COUNTY for its work in CITY right-of-way.
- 2.4 Should COUNTY be unable to acquire the necessary right-of-way located within the limits of the CITY, then the CITY, in consultation with COUNTY, shall consider using the power of Eminent Domain to acquire any necessary rights-of-way at a public hearing noticed and conducted in accordance with California Code of Civil Procedure, Section 1245.235 for the purpose of considering the adoption of a resolution of necessity. If CITY elects to proceed with using its power of Eminent Domain, it shall do so in a timely manner and at no cost to the COUNTY. The parties acknowledge and understand that this Agreement does not obligate CITY in any way to use the power of Eminent Domain to acquire any rights-of-way within the CITY. CITY's use of the power of Eminent Domain is conditioned by law upon certain findings and determinations that CITY, in its sole discretion, must make in accordance with the California Code of Civil Procedure. CITY makes no warranty or guarantee of the eventual result or outcome of its discretionary consideration of the use of Eminent Domain to acquire any rights-of-way within the CITY or of any actual Eminent Domain proceeding.
- 2.5 After CITY's and COUNTY's acceptance of the construction contract work, the CITY shall operate and maintain those portions of the PROJECT within the incorporated area of CITY, in accordance with CITY regulations, policies and procedures.

3.0 IT IS MUTUALLY AGREED:

- 3.1 CITY agrees to indemnify and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CITY, its officers, employees, agents or volunteers in connection with CITY's performance of its obligations under this Agreement.
- 3.2 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and or CITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the COUNTY and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.3 COUNTY and CITY are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. COUNTY and CITY warrants that through their programs of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of COUNTY and CITY's performance of this agreement.
- 3.4 The parties acknowledge that final PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices or change orders (but not from unforeseen conditions or requested additional work by a party which are addressed in Section 3.7 below) over the estimated total PROJECT costs of \$378,000 (which is the sum of \$200,000 from HES, \$138,000 from COUNTY and \$40,000 in furnished equipment from CITY) shall be borne twenty-five percent (25%) by the CITY and seventy-five percent (75%) by the COUNTY as part of the parties' respective obligations to pay for PROJECT costs.
- 3.5 COUNTY shall notify CITY of the bids received and the amounts thereof. Within ten (10) days thereafter, COUNTY and CITY shall determine the cost of the PROJECT. In the event that either party intends to cancel this Agreement based upon the bids or amount thereof, said party shall notify the other

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party at a reasonable time so as to avoid the letting of a contract to construct the PROJECT and any detrimental reliance by either contract or any potential contractor.

- 3.6 Additional work/costs arising from unforeseen site conditions (e.g. relocating a Utility that the CITY and COUNTY were not aware of) will be paid by either CITY or COUNTY in proportion to where the work actually lies. If either CITY or COUNTY request additional work that is beyond the scope of the original PROJECT, said work will be paid solely by the agency requesting the work at the construction contract unit costs.
- 3.7 If after opening bids for the PROJECT, it is found that a cost overrun of no more than 25% of the estimated PROJECT costs will occur, COUNTY may award the contract and notwithstanding any provision herein to the contrary the COUNTY and the CITY shall pay for the cost of construction as provided by this Agreement.
- 3.8 If, upon opening of bids, it is found that a cost overrun exceeding 25% of the estimated PROJECT costs will occur, COUNTY shall not award any contracts for the PROJECT. Rather COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.9 In the event that change orders are required during the course of the PROJECT, said change orders must be in form and substance as set forth in attached Exhibit "B" of this Agreement and approved by both COUNTY and CITY. Contract Change Order forms will be delivered by fax and must be returned within two working days.
- 3.10 This Agreement may be terminated at any time if the parties (i) cannot acquire sufficient right-of-way to construct a satisfactory PROJECT, as determined by either party or (ii) HES fails to pay or commit to pay its proportionate share for the PROJECT costs. This Agreement may be cancelled upon thirty (30) days written notice of either party, provided however, that neither party may cancel this Agreement after COUNTY lets a contract to construct the PROJECT. In the event of cancellation as provided herein, all PROJECT costs required to be paid by the parties prior to the effective date of cancellation shall be paid by the parties in the proportion provided herein.
- 3.11 Except with respect to the parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT.
- 3.12 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by both parties.
- 3.13 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and prosecuted in the appropriate state court in the County of San Bernardino, California.
- 3.14 Time is of the essence for each and every provision of this Agreement.
- 3.15 Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.16 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.17 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

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- 3.18 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.19 This Agreement may be signed in counterparts, each of which shall constitute an original.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
*Deputy*

CITY OF FONTANA

(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

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EXHIBIT "B"

CONTRACT CHANGE ORDER REVIEW/APPROVAL

PROJECT:  
HF0006 #

File:HF0006

Proposed Contract Change Order No. \_\_\_\_\_ has been reviewed in accordance with the existing agreements with the City of Fontana and San Bernardino County for the above project and the following shall apply:

DATE OF CITYOF FONTANA ACTION: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED for Implementation with 100% Participation by CITY OF FONTANA

APPROVED Subject to Comments/Revisions Accompanying This Document

APPROVED With Limited Funding Participation by CITY OF FONTANA

\_\_\_\_\_ % of Actual Cost to be Funded by CITY OF FONTANA.

CITYOF FONTANA Participation Not to Exceed \$ \_\_\_\_\_

DISAPPROVED -Not Acceptable to CITY OF FONTANA

*Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing CITY OF FONTANA agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.*

Comments, as follows and/or attached, are conditions of the above action? YES NO

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SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

Distribution:

Signed Original Returned to Resident Engineer (FAX (909) 985-5652 & Mail)

Signed Original for CITYOF FONTANA File

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**EXHIBIT "A"**  
**ESTIMATE OF PROJECT COSTS**  
**FOR CITY OF FONTANA/SAN BERNARDINO COUNTY**  
**FOR TRAFFIC SIGNAL MODIFICATION**  
**IN THE FONTANA AREA**

DESCRIPTION	LIMITS	TOTAL COST OF PROJECT	FEDERAL HES	% OF PROJECT FEDERAL	COUNTY OF SAN BERNARDINO SHARE	% OF PROJECT COUNTY	CITY OF FONTANA SHARE	% OF PROJECT CITY
TRAFFIC SIGNAL MODIFICATION	INTERSECTION OF ARROW ROUTE AND LOCUST AVE	\$378,000	\$200,000	52.9%	\$138,000	36.5%	\$40,000	10.6%
TOTAL		\$378,000	\$200,000	52.9%	\$138,000	36.5%	\$40,000	10.6%

PROJECT costs may be increased or decreased  
based on accepted contractor's bid.

CITY costs must include sole cost of furnished equipment.  
Increases due to a contractor's accepted bid will be allocated  
CITY 25% COUNTY 75% as per Section 3.4

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